



**The nationwide boxcar pool**

RAILBOX COMPANY  
101 NORTH WACKER DRIVE  
CHICAGO, ILLINOIS 60606  
(312) 853-3223

DIRECT LINE: (312) 984-3824

ANTHONY J. BARTON  
DIRECTOR - EQUIPMENT FINANCING  
ASSISTANT TREASURER & ASSISTANT SECRETARY

1-217A012

August 2, 1991

8252-E  
RECEIVED

AUG 5 1991 10 23 AM

INTERSTATE COMMERCE COMMISSION

Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Room 2303  
Washington, DC 20423

Dear Mr. Strickland:

Submitted herewith for filing and recordation under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder are two (2) fully executed documents as follows:

Certificate of Satisfaction and Discharge under Conditional Sale Agreements, dated as of July 1, 1991, a secondary document supplementing the Conditional Sale Agreement dated as of March 15, 1976.

Parties to this transaction are as follows:

Railbox Company (Vendee)  
101 North Wacker Drive  
Chicago, IL 60606

Mercantile-Safe Deposit  
& Trust Company (Agent)  
Two Hopkins Plaza  
Baltimore, MD 21203

The equipment covered by the documents consists of 50'6" 70-ton capacity general service boxcars (320 units covered in the Conditional Sale Agreement).

Enclosed is our check in the amount of \$15.00 to cover filing fees.

Mr. Sidney L. Strickland  
August 2, 1991  
Page Two

Prior recordations pertaining to this Certificate of Satisfaction and Discharge are as follows:

- (1) Conditional Sale Agreement dated as of March 15, 1976, recorded on March 30, 1976, recordation number 8252.
- (2) Agreement and Assignment dated as of March 15, 1976, recorded on March 30, 1976, recordation number 8252-A.
- (3) Lease of Railroad Equipment dated as of January 1, 1983, recorded on January 18, 1983, recordation number 8252-B.
- (4) Assignment of Lease and Agreement dated as of January 1, 1983, recorded on January 18, 1983, recordation number 8252-C.
- (5) Lease Extension Agreement dated as of January 21, 1991, recorded on March 8, 1991, recordation number 8252-D.

A short summary of this Certificate of Satisfaction and Discharge to appear in the Index is as follows:

"Certificate of Satisfaction and Discharge under Conditional Sale Agreements, dated as of July 1, 1991, releasing the lien of the Conditional Sale Agreement dated as of March 15, 1976".

Once the filing has been made, please retain one copy and return the remaining stamped counterpart and transmittal letter copy to me via certified mail.

Very truly yours,



AJB/bar  
Enclosures

8/6/91

**Interstate Commerce Commission**  
Washington, D.C. 20423

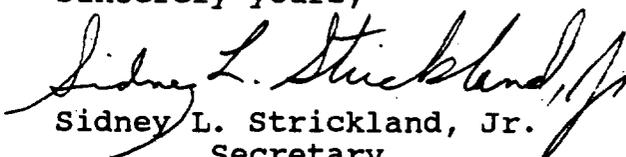
OFFICE OF THE SECRETARY

Anthony L. Barton  
Rail Box Company  
101 North Wacker Drive  
Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/5/91 at 10:05am, and assigned recordation number(s). 8252-E & 8254-F

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

CERTIFICATE OF SATISFACTION  
AND DISCHARGE UNDER  
CONDITIONAL SALE AGREEMENTS

8252-E  
FILED 1423

AUG 5 1991 10 42 AM

INTERSTATE COMMERCE COMMISSION

DATED AS OF JULY 1, 1991

WHEREAS, Pullman Incorporated (Pullman Standard Division), a Delaware corporation ("Vendor A"), American Rail Box Car Company (now Railbox Company), a Delaware corporation ("Vendee"), and Union Pacific Railroad Company, a Utah corporation ("Guarantor"), entered into a Conditional Sale Agreement dated as of March 15, 1976, recorded with the Interstate Commerce Commission ("ICC") March 30, 1976 (No. 8254), pursuant to which Vendor A agreed to sell and the Vendee agreed to purchase 249 railroad boxcars identified in Schedule I hereto ("CSA-A");

WHEREAS, PACCAR Inc., a Delaware corporation ("Vendor B"), American Rail Box Car Company (as Vendee), and Union Pacific Railroad Company (as Guarantor) entered into a Conditional Sale Agreement dated as of March 15, 1976, recorded with the ICC on March 30, 1976 (No. 8252), pursuant to which Vendor B agreed to sell and the Vendee agreed to purchase 320 railroad boxcars identified in Schedule II hereto ("CSA-B", CSA-A and CSA-B being together hereinafter referred to as the "CSA's");

WHEREAS, pursuant to Agreement and Assignments, both dated as of March 15, 1976, Vendor A and Vendor B, assigned certain of their rights under CSA-A and CSA-B to Mercantile-Safe Deposit and Trust Company, a Maryland banking corporation ("Agent"), under a Finance Agreement dated as of March 15, 1976, and such Agreement and Assignments were recorded with the ICC March 30, 1976, (Nos. 8254-A and 8252-A, respectively);

WHEREAS, pursuant to an Amendment Agreement dated as of May 1, 1976, recorded with the ICC May 20, 1976 (No. 8254-B), Annex B to CSA-A was amended to exclude cars 21351-21359 (the boxcars identified in Schedule I, as so amended, and Schedule II being together hereinafter referred to as the "Equipment");

WHEREAS, pursuant to the provisions of Article 17 of the CSA's following default by the Vendee the Guarantor and the Vendee entered into a Lease of Railroad Equipment dated as of January 1, 1983, recorded with the ICC January 18, 1983 (Nos. 8254-C and 8252-B), whereby Guarantor leased from Vendee all the boxcars then subject to the CSA's (the "UP Lease");

WHEREAS, the Vendee assigned the UP Lease for security to the Agent pursuant to an Assignment of Lease and Agreement dated as of January 1, 1983, recorded with the ICC January 18, 1983 (Nos. 8254-D and 8252-C) (the "UP Lease Assignment");

WHEREAS, pursuant to Section 2 of the UP Lease Assignment the Agent has accepted for the account of Vendee the rental payments made by Guarantor under the UP Lease and has applied such payments to satisfy the obligations of Vendee under the CSA's;

WHEREAS, cars reported to the Agent as destroyed through July 1, 1991 are as summarized in Schedule III, and the remaining cars subject to the CSA's as of July 1, 1991 are as identified in Schedule IV;

WHEREAS, the Vendee has or has caused to be satisfied all of its obligations under the CSA's including without limitation the payment in full of the indebtedness secured by the Equipment under the CSA's; and

WHEREAS, the Vendee has requested that the Agent execute and deliver a Certificate of Satisfaction and Discharge under the CSA's:

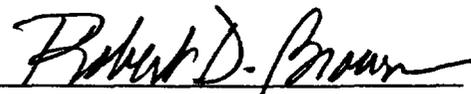
NOW, THEREFORE, Mercantile-Safe Deposit and Trust Company does hereby certify that the Vendee has or has caused to be satisfied all of its obligations under the CSA's including without limitation the payment in full of the indebtedness secured by the Equipment under the CSA's and that, accordingly, the lien of Mercantile-Safe Deposit and Trust Company, acquired under the CSA's, has been completely discharged. ✓

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By: 

Title: VICE PRESIDENT

(Corporate Seal)

Attest: 

Title: Corporate Trust Officer

STATE OF MARYLAND )  
                          )     SS.:  
COUNTY OF BALTIMORE )

On this 17th day of JULY, 1991 before me personally appeared John M. Mitchell to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

  
\_\_\_\_\_  
Notary Public

My Commission expires: OCT 22 1994

**ANNEX B**

**TO**

**CONDITIONAL SALE AGREEMENT**

**(Pullman)**

Type	AAR Mechanical Designation	Specifications	Builder's Plant	Quantity	Lessee's Identifying Numbers (Both Inclusive)	Unit Base Price*	Total Base Price*	Estimated Time and Place of Delivery
50' 6", 70-ton capacity, general service box car	XM	Railbox number 68-43-060744, issued 6/7/74, revised 6/19/74, and 11/26/74, as amended Pullman number 9831 latest revision	Bessemer, Alabama	249	RBOX 21851-21599	\$25,400	\$6,324,600	Prior to December 31, 1976, at Builder's Plant

\* Base Price subject to increase or decrease as set forth in Article 4 of the Conditional Sale Agreement to which this Annex B is attached.

**ANNEX B  
TO  
CONDITIONAL SALE AGREEMENT  
(PACCAR)**

Type	AAR Mechanical Designation	Specifications	Builder's Plant	Quantity	Lessee's Identifying Numbers (Both Inclusive)	Unit Base Price*	Total Base Price*	Estimated Time and Place of Delivery
50'6" capacity, general service box car	XM	Railbox number 68-43-060744, issued 6/7/74, revised 6/19/74, and 11/26/74 and PC-425 dated 8/28/75 as revised	Renton, Washington	320	RBOX 20080-20399	\$26,400	\$8,448,000	Prior to December 31, 1976, at Builder's Plant

\* Base Price subject to increase or decrease as set forth in Article 4 of the Conditional Sale Agreement to which this Annex B is attached.

CHANGES IN CARS REMAINING  
THROUGH 7/1/91

<u>Car Type</u>	<u>Quantity</u>	<u>Identifying Numbers (Inclusive)</u>	
<u>Originally Scheduled Equipment</u>		<u>RBOX</u>	
50'6", 70-ton capacity, general service boxcar	249	21351-21599	
	<u>320</u>	20080-20399	
Sub-Total	<u>569</u>		
<u>Deleted by Amendment Dated 5/1/76</u>			
	( <u>9</u> )	21351-21359	
	560		
<u>Casualties Reported Prior to 1/1/83 U.P. Lease</u>			
	( 10 )	20114	
		20159	
		20169	
		20192	
		20246	
		20386	
		20389	
		20393	
		21459	
		21466	
Sub-Total	<u>550</u>		
<u>Casualties Reported After 1/1/83</u>		<u>RBOX</u>	<u>UP</u>
	( 14 )	20089	130009
		20106	130026
		20226	130142
		20265	130180
		20315	130230
		21372	130412
		21392	130432
		21409	130449
		21440	130480
		21453	130493
		21493	130531
		21527	130565
		21532	130570
		21560	130598
<u>Equipment Remaining 7/1/91</u>	<u>536</u>		

## CARS REMAINING AT 7/1/91

<u>Car Type</u>	<u>Quantity</u>	<u>Identifying Numbers (Inclusive)</u>	
		<u>RBOX</u>	<u>UP</u>
50'6", 70-ton capacity, general service boxcar	9	20080-20088	130000-130008
	16	20090-20105	130010-130025
	7	20107-20113	130027-130033
	44	20115-20158	130034-130077
	9	20160-20168	130078-130086
	22	20170-20191	130087-130108
	33	20193-20225	130109-130141
	19	20227-20245	130143-130161
	18	20247-20264	130162-130179
	49	20266-20314	130181-130229
	70	20316-20385	130231-130300
	2	20387-20388	130301-130302
	3	20390-20392	130303-130305
	6	20394-20399	130306-130311
	12	21360-21371	130400-130411
	19	21373-21391	130413-130431
	16	21393-21408	130433-130448
	30	21410-21439	130450-130479
	12	21441-21452	130481-130492
	5	21454-21458	130494-130498
	6	21460-21465	130499-130504
	26	21467-21492	130505-130530
	33	21494-21526	130532-130564
	4	21528-21531	130566-130569
	27	21533-21559	130571-130597
	<u>39</u>	21561-21599	130599-130637
	<u>536</u>		